

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAHAENY DOUGLAS,	:	
	:	
Plaintiff,	:	20 Civ. 10512 (LGS)
	:	
-against-	:	
	:	<u>ORDER</u>
	:	
LUTHERAN SOCIAL SERVICES OF	:	
METROPOLITAN NEW YORK, INC. d/b/a	:	
LUTHERAN SOCIAL SERVICES OF NEW	:	
YORK, INC.,	:	
	:	
Defendant.	:	
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LORNA G. SCHOFIELD, District Judge:

WHEREAS, on September 20, 2021, Plaintiff filed a joint letter along with her settlement agreement and attorney billing details (Dkt. No. 35), in this action arising under the Fair Labor Standards Act. On September 23, 2021, the approval of the settlement agreement was denied because the settlement agreement contained an overly broad and vague general release provision (Dkt. No. 36).

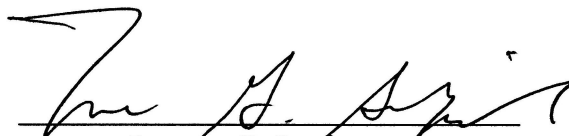
WHEREAS, on September 27, 2021, Plaintiff filed a revised settlement agreement (Dkt. No. 37). It is hereby

**ORDERED** that the revised settlement agreement, is **APPROVED** as fair and reasonable based on the nature and scope of Plaintiff's claims and the risks and expenses involved in additional litigation. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015), *cert denied.*, 136 S. Ct. 824 (2016); *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012) (outlining the factors for determining whether proposed settlement is fair and reasonable). It is further

**ORDERED** that Plaintiff's counsel's request for \$14,850.00 in attorneys' fees is GRANTED. The remainder of the settlement shall be distributed to Plaintiff. It is further

**ORDERED** that Plaintiff shall file the Stipulation of Discontinuance by **October 1, 2021**.

Dated: September 28, 2021  
New York, New York

  
LORNA G. SCHOFIELD  
UNITED STATES DISTRICT JUDGE